

JONATHAN E. FIELDING, M.D., M.P.H. Director and Health Officer

JOHN SCHUNHOFF, Ph.D. Acting Chief Deputy

313 North Figueroa Street, Room 909 Los Angeles, California 90012 TEL (213) 240-8117 C FAX (213) 975-1273

www.lapublichealth.org

November 21, 2006

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE TWO HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE AGREEMENT AMENDMENTS

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of Public Health, or his designee, to execute two amendments, one with AltaMed Health Services Corporation(AltaMed) (County Contract No. H-300565) and one with Palms Residential Care Facility (Palms) (County Contract No. H-300564), substantially similar to Exhibits I and II, to continue community consortia participation in response to the AIDS epidemic in the African-American and Latino communities, effective December 1, 2006 through December 31, 2007, for a total maximum County obligation of \$541,666, offset by \$433,333 in federal Centers for Disease Control and Prevention (CDC) funds, for a total net County cost of \$108,333.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In Los Angeles County the HIV/AIDS epidemic disproportionately impacts communities of color. African-Americans consistently have the highest AIDS case rate, whereas Latinos represent the largest absolute number of new AIDS cases. Local HIV seroprevalence studies show rates higher for African-Americans than for any other group when considering both gender and risk category; and higher absolute numbers of HIV-positive Latinos. Studies also suggest that African-Americans and Latinos obtain HIV testing and receive AIDS diagnoses later in the disease progression on average than do Whites, Asian-Americans, and Pacific Islanders.

And as such, approval of the Amendments with AltaMed and Palms will enable these agencies to continue working through a consortium to address the healthcare and social needs of those living with and at risk for HIV/AIDS in the African-American and Latino communities.



BOARD OF SUPERVISORS

Gloria Molina First District

Yvonne B. Burke Second District

Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors November 21, 2006 Page 2

FISCAL IMPACT/FINANCING:

The total maximum County obligation of \$541,666 is 100% offset by \$433,333 in CDC funds, and a net County cost of \$108,333, substantially similar to the original Agreement. Funding is included in the Department of Public Health's Fiscal Year (FY) 2006-07 Adopted Budget and will be requested in subsequent fiscal years. Payments under the agreements will be on a cost reimbursement basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On October 18, 2001, the Department of Health Services (DHS) released Request for Proposals (RFP) #2001-004, Capacity Building Initiative, for HIV/AIDS service providers in Los Angeles County. As a result of this competitive selection process, five providers were chosen: AltaMed, Palms, Common Ground, El Proyecto del Barrio, and The Center for Non-Profit Management. Three of the five agreements were approved by the Board of Supervisors (Board) on February 25, 2003.

On November 25, 2003, the Board approved the remaining two Community Development Initiative service agreements with AltaMed and Palms to enhance the effective delivery of and access to HIV/AIDS services along a care, treatment, and prevention continuum. These amendments are solely to extend a new term of the prior agreements.

AltaMed and Palms were selected as the lead agencies to establish a community development consortium for Latino and African-American communities. Both agencies were charged with working collaboratively to break through barriers that traditionally inhibit African-Americans and Latinos from uniting to form a collective voice, advocating sound HIV policies, and confronting cultural and community norms, particularly when presenting shared issues at State and federal levels.

The task of the consortia is to enlist both new and existing leadership and key opinion leaders in the African-American and Latino communities from all regions of Los Angeles County to address the current and future health threat HIV disease poses to their communities.

Exhibits I and II have been reviewed and approved as to form by County Counsel.

Attachments A, B, and C provide additional information.

CONTRACTING PROCESS:

On October 18, 2001, DHS released a RFP for the Capacity Building Initiative for HIV/AIDS Services providers in Los Angeles County. As a result of this process, five service providers were selected. AltaMed and Palms are the final two agencies to be awarded agreements pursuant to the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these two amendments will continue to raise community-level awareness of HIV, promote the availability of HIV counseling and testing and encourage individuals at risk for HIV infection to seek counseling, testing, prevention and education services.

The Honorable Board of Supervisors November 21, 2006 Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Jonathan E. Fielding, M.D., M.P.H. Director and Health Officer

JEF:po altamed-palms board letter-.po.wpd

Attachments (3)

Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENTS

1. **TYPE OF SERVICE:**

HIV/AIDS Community Development Initiative Services

2. AGENCY NAME AND CONTACT PERSON:

AltaMed Health Services Corporation

500 Citadel Drive, Suite 490

Los Angeles, California 90040 Attention:

Telephone: (323) 725-8751

Castulo de la Rocha, President/CEO

Fax:

(323) 889-7399

Palms Residential Care Facility 8480 South Figueroa Street Los Angeles, California 90003

Attention: Kevin Pickett, President and

Chief Executive Officer

Telephone: (323) 751-3330

(323) 751-2476 Fax:

3. TERMS:

AltaMed:

December 1, 2006 through December 31, 2007.

Palms:

December 1, 2006 through December 31, 2007.

4. **FINANCIAL INFORMATION:**

	CDC	County	Total
AltaMed: Palms:	\$216,666 \$216,667	\$ 54,167 \$ 54,166	\$270,833 \$270,833
Max. Obligation:	\$433,333	\$108,333	\$541,666

5 **GEOGRAPHIC AREA SERVED:**

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Mario J. Perez, Director,

Office of AIDS Programs and Policy

7. APPROVALS:

Office of AIDS Programs and Policy:

Mario J. Perez, Director

Public Health:

John F. Schunhoff, Ph.D., Acting Chief Deputy

Contracts and Grants Division:

Gary T. Izumi, Acting Chief

County Counsel (approval as to form):

Andrea Ross, Senior Associate County Counsel

HIV/AIDS RELATED SERVICES									
Agency and Agreement Number	Term 1	Tei	rm 2	Ter	m 3	Total	SPA	Supv. Dist.	Performance as of September 30, 2005
COMMUNITY DEVELOPMENT INITIATIVE SERVICES - CDC & COUNTY AIDS FUNDS Term: 12/1/06 - 12/31/07									
AltaMed Health Service No. H-300565	\$ 70,833	\$	0	\$	0	\$270,833	All	All	Agency is meeting goals.
Palms Residential Care Facility No. H-300564	\$ 70,833	\$	0	\$	0	\$270,833	All	All	Agency is meeting goals.

Total maximum County obligation: \$541,666; 100% offset with CDC, and County AIDS funds.

Less CDC funds: <a href="433,3

CONSORTIA ACCOMPLISHMENTS TO DATE:

AltaMed:

Played key role in raising the level of awareness of risk for HIV among Latinos through effective partnerships with media, the business community, faith leaders, local elected and appointed officials, and other opinion leaders in the Latino community.

Organized Latino HIV/AIDS Summits in 2004 and 2005.

Involvement and leadership in the annual National Latino AIDS Awareness Day.

Lead facilitator of public discourses regarding prevention, care, and treatment among people of color.

Brought attention of the public and State legislators to the issue of HIV risk for Latinos in correctional settings.

Increased the involvement of existing Latino opinion leaders and enlisted new leadership in the public conversation around HIV.

Successfully partnered with Univision to promote HIV awareness and education in the Latino community through the "34 A Su Lado" television broadcast.

Palms:

Played key role in raising the level of awareness of risk for HIV among African-American's through effective partnerships with media, the business community, faith leaders, local elected and appointed officials, and other opinion leaders in the African-American community.

Organized African-American HIV/AIDS Summits in 2004 and 2005.

Key leadership role in organizing the annual local observance of the National Black Church Week of Prayer.

Involvement and leadership in the annual National Black HIV/AIDS Awareness Day.

Lead facilitator of public discourses regarding prevention, care, and treatment among people of color.

Brought attention of the public and State and federal legislators to the issue of HIV risk for African-Americans in correctional settings.

Increased the involvement of existing African-American opinion leaders and enlisted new leadership in the public conversation around HIV.

Advised and worked closely with the Congressional Black Caucus to promote HIV awareness and ensure effective prevention and testing programs and strategies.

HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

Amendment No. 1

	THIS AMENDMENT i	s made and	entered into this da	ìУ
of .		, 2006,		
	by and between		COUNTY OF LOS ANGELES (hereafte "County"),	er
	and		ALTAMED HEALTH SERVICES (hereafter "Contractor").	

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT", dated November 25, 2003, and further identified as County Agreement No. H-300565, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

- 1. This Amendment shall be effective on December 1, 2006.
- 2. The first paragraph of Paragraph 1, <u>TERM</u>, shall be amended to read as follows:
 - "1. TERM: The term of this Agreement shall commence on November 25, 2003 and continue in full force and effect through December 31, 2007, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."
- 3. Paragraph 2, <u>DESCRIPTION OF SERVICES</u>, shall be amended to read as follows:
 - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide the services described in Exhibits A, A-1, A-2, A-3, A-4, B, and B-1, attached hereto and incorporated herein by reference."
- 4. Paragraph 3, <u>MAXIMUM OBLIGATION OF COUNTY</u>, Subparagraph E, shall be added to Agreement as follows:
 - "E. During the period of December 1, 2006 through December 31, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Seventy Thousand, Eight Hundred Thirty-Three Dollars

- (\$270,833). Such maximum obligation is comprised of Two Hundred Sixteen Thousand, Six Hundred Sixty-Six Dollars (\$216,666) in CDC funds and Fifty-Four Thousand, One Hundred Sixty-Seven Dollars (\$54,167) in County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 5 and 5-A, attached hereto and incorporated herein by reference. Contractor shall observe all restrictions on the use of federal funds shown in Schedules 5 and 5A."
- 5. Paragraph 6, <u>COMPENSATION</u>, shall be amended to read as follows:
 - "6. <u>COMPENSATION</u>: County agrees to compensate

 Contractor for performing services set forth in Schedules 1,

 1-A, 2, 2-A, 3, 3-A, 4, 4-A, 5, and 5-A, and the <u>COST</u>

 <u>REIMBURSEMENT</u> paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."
- 6. Paragraph 7, <u>CONFLICT OF TERMS</u>, shall be amended to read as follows:
 - "7. <u>CONFLICT OF TERMS</u>: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached

hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

- 7. Exhibit B, and B-1, SCOPE OF WORK FOR HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES, is attached to this Amendment and incorporated in Agreement by reference.
- 8. Schedule 5, and 5-A, BUDGET FOR HIV/AIDS COMMUNITY
 DEVELOPMENT INITIATIVE SERVICES, is attached to this Amendment
 and incorporated in Agreement by reference.
- 9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

Director of Public Health, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized

officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Ву	· · · · · · · · · · · · · · · · · · ·
	Jonathan E. Fielding, M.D. MPH Director and Health Officer
ALT	TAMED HEALTH SERVICES
	Contractor
Ву	
-	Signature
	Printed Name
Tit	cle
	(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By Gary Izumi, Acting Chief
Contracts and Grants Division

EXHIBIT B

AltaMed Health Services Corporation

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COMMUNITY DEVELOPMENT INITIATIVE SERVICES

1. DEFINITION:

- A. HIV/AIDS Community Development Initiative services are activities aimed at the development of a comprehensive continuum of HIV/AIDS prevention and care services within Los Angeles County. Community development means the provision of information, consultation, technical services, and training for individuals and organizations to improve the delivery and effectiveness of HIV prevention and care services.
- B. For the purpose of this Agreement, community development activities are designed to develop, strengthen, and sustain the capacity of communities to develop a collaborative and coordinated response to the HIV/AIDS epidemic in Los Angeles County by developing and supporting a county-wide Community Development Consortium to mobilize and organize the Latino community.
- 2. <u>COUNTY'S MAXIMUM OBLIGATION</u>: During the period of December 1, 2006 through December 31, 2007, that portion of

County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Community Development Initiative services shall not exceed two hundred seventy thousand eight hundred thirty three dollars (\$270,833). Contractor shall observe all restrictions on the use of federal funds.

3. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 5 and 5A. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

4. SERVICES TO BE PROVIDED:

- A. Contractor shall identify and select members of the Latino Coalition Against AIDS to include key HIV/AIDS, business, faith-based, medical, public health, education, government, and civic opinion leaders.
- B. Contractor shall execute Memoranda of Understanding (MOU) with members of the Latino Coalition Against AIDS and the Advisory Committee to coordinate projects.
- C. Contractor shall establish an Advisory Committee of the Latino Coalition Against AIDS ("LCAA").

- D. Contractor shall convene a minimum of four (4) meetings of the Latino Coalition Against AIDS and a minimum of four (4) meetings of the Advisory Committee of the Latino Coalition Against AIDS.
- E. Contractor shall develop and convene a minimum of two (2) Public Affairs Colloquia. Topics shall be related to HIV/AIDS policy and may include, but shall not be limited to: coalition-building, community advocacy, community leadership development, innovative programs, public speaking and policy making.

Contractor shall submit implementation plan for Public Affairs Colloquia to OAPP for review and approval, at least thirty (30) calendar days before proposed utilization.

- F. Contractor shall develop a minimum of two (2) written Policy Briefings on HIV/AIDS and other health disparities among Latinos/as in Los Angeles County and their implications.
 - (1) Contractor shall submit for approval such
 Policy Briefing to OAPP at least thirty (30) calendar
 days prior to printing or release.
- G. Contractor shall participate in and attend meetings of local, State and national HIV/AIDS policy organizations.

 Organizations may include, but shall not be limited to: the

Los Angeles County Commission on HIV, the Los Angeles County HIV Prevention Planning Committee, the Southern California HIV/AIDS Advocacy Coalition and AIDS Action Council.

- (1) A member of the Advisory Committee shall represent the "LCAA" as a member of AIDS Action and attend all meetings and activities.
- H. Contractor shall organize a minimum of two (2) congressional briefings for federal legislators.
- I. Contractor shall organize a minimum of two (2) legislative briefings for State legislators.
- J. Contractor shall develop and convene a Latino Summit on HIV/AIDS policy issues.
- K. Contractor shall co-sponsor activities in partnership with local and national faith-based organizations to promote HIV/AIDS awareness.
- L. Contractor shall participate in the local observance of "National Latino HIV/AIDS Awareness Day".
- M. Contractor shall collaborate with the African-American Community Development Initiative to develop joint projects and initiatives.
- N. Contractor shall assist OAPP in the formation and work of the Latino Leaders Forum.

5. ADDITIONAL SERVICE REQUIREMENTS:

- A. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.
- B. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) calendar days prior to the projected date of implementation.
- C. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.
- 6. Agreement Paragraph 6, <u>ANNUAL TUBERCULOSIS SCREENING FOR</u>

 <u>STAFF</u> shall be revised to include Exhibit C "Guidelines for Staff
 Tuberculosis Screening" as follows:
 - "6. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement."

- 7. <u>REPORTS</u>: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):
 - A. <u>Monthly Reports</u>: As directed by OAPP, Contractor shall submit a monthly report services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Section.
 - B. <u>Annual Reports</u>: Contractor shall submit to OAPP an annual summary report no later than thirty (30) calendar days after the end of the contract year.
- 8. PROGRAM RECORDS: Contractor shall, at a minimum, maintain program records as follows:
 - A. Documentation of all meetings, trainings, public affairs colloquia and workshops. Documentation shall

include, but shall not be limited to: dated sign-in sheets including location and time, copies of agendas, name(s) of the speaker(s), training and workshop evaluations and a brief summary of the topics presented.

- B. Documentation of coalition meetings. Documentation shall include, but shall not be limited to: copies of agendas, dated sign-in sheets including location and time, and meeting minutes.
- C. Documentation of evaluation. Documentation shall include, but shall not be limited to: a copy of evaluation protocol, OAPP approval letter, copies of completed evaluation tools, and a copy of the findings report submitted to OAPP.
- D. Documentation of the legislative and congressional briefings. Documentation shall include, but shall not be limited to: copies of the agendas, dated sign-in sheets including time, location and name of facilitator(s), evaluation of briefings, and summaries of the topic(s) discussed.

AMN H300565-1.frm 6/3/02

SCHEDULE 5

ALTAMED HEALTH SERVICES CORPORATION

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

LATINO COALITION AGAINST AIDS

	Budget Period December 1, 2006 through December 31, 2007
Salaries	\$124,229
Employee Benefits	\$34,784
Total Salaries and Employee Benefits	\$159,013
Operating Expenses	\$41,753
Capital Expenditures	\$0
Other Costs	\$0
Indirect Cost	\$15,901
TOTAL PROGRAM BUDGET	\$216,667

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 5A

ALTAMED HEALTH SERVICES CORPORATION

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

LATINO COALITION AGAINST AIDS

	Budget Period December 1, 2006 through December 31, 2007
Salaries	\$31,057
Employee Benefits	\$8,696
Total Salaries and Employee Benefits	\$39,753
Operating Expenses	\$10,438
Capital Expenditures	\$0
Other Costs	\$0
Indirect Cost	\$3,975
TOTAL PROGRAM BUDGET	\$54,166

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

Amendment No. 1

	THIS AMENDMENT	is made and	entered into this	day
of _		, 2006,		
	by and between		COUNTY OF LOS ANG	ELES (hereafter
	and		PALMS RESIDENTIAL (hereafter "Contr	

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT", dated November 25, 2003, and further identified as Agreement No. H-300564, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend

Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

- 1. This Amendment shall be effective on December 1, 2006.
- 2. The first paragraph of Paragraph 1, <u>TERM</u>, shall be amended to read as follows:
 - "1. TERM: The term of this Agreement shall commence on November 25, 2003 and continue in full force and effect through December 31, 2007, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS bereunder."
- 3. Paragraph 2, <u>DESCRIPTION OF SERVICES</u>, shall be amended to read as follows:
 - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide the services described in Exhibits A, A-1, A-2, A-3, A-4, B, and B-1, attached hereto and incorporated herein by reference."
- 4. Paragraph 3, <u>MAXIMUM OBLIGATION OF COUNTY</u>, Subparagraph E, shall be added to Agreement as follows:
 - "E. During the period of December 1, 2006 through December 31, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Seventy Thousand, Eight Hundred Thirty-Three Dollars

- (\$270,833). Such maximum obligation is comprised of Two Hundred Sixteen Thousand, Six Hundred Sixty-Six Dollars (\$216,666) in CDC funds and Fifty-Four Thousand, One Hundred Sixty-Seven Dollars (\$54,167) in County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 5 and 5-A, attached hereto and incorporated herein by reference. Contractor shall observe all restrictions on the use of federal funds shown in Schedules 5 and 5A."
- 5. Paragraph 6, <u>COMPENSATION</u>, shall be amended to read as follows:
 - "6. <u>COMPENSATION</u>: County agrees to compensate

 Contractor for performing services set forth in Schedules 1,

 1-A, 2, 2-A, 3, 3-A, 4, 4-A, 5, and 5-A, and the <u>COST</u>

 <u>REIMBURSEMENT</u> paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."
- 6. Paragraph 7, <u>CONFLICT OF TERMS</u>, shall be amended to read as follows:
 - "7. <u>CONFLICT OF TERMS</u>: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached

hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

- 7. Exhibit B, and B-1, SCOPE OF WORK FOR HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES, is attached to this Amendment and incorporated in Agreement by reference.
- 8. Schedule 5, and 5-A, BUDGET FOR HIV/AIDS COMMUNITY
 DEVELOPMENT INITIATIVE SERVICES, is attached to this Amendment
 and incorporated in Agreement by reference.
- 9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

,

/

/

/

/

/

/

/

/

/

1

Director of Public Health, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized

officer, the day, month, and year first above written.

COT	JNTY OF LOS ANGELES
Ву	
	Jonathan E. Fielding, M.D. MPH Director and Health Officer
PAI	LMS RESIDENTIAL CARE FACILITY
	Contractor
Ву	
-	Signature
-	Printed Name
Tit	cle
	(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By ______ Gary Izumi, Acting Chief Contracts and Grants Division

EXHIBIT B

PALMS RESIDENTIAL CARE FACILITY

HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COMMUNITY DEVELOPMENT INITIATIVE SERVICES

1. DEFINITION:

- A. HIV/AIDS Community Development Initiative services are activities aimed at the development of a comprehensive continuum of HIV/AIDS prevention and care services within Los Angeles County. Community development means the provision of information, consultation, technical services, and training for individuals and organizations to improve the delivery and effectiveness of HIV prevention and care services.
- B. For the purpose of this Agreement, community development activities are designed to develop, strengthen, and sustain the capacity of communities to develop a collaborative and coordinated response to the HIV/AIDS epidemic in Los Angeles County by developing and supporting a county-wide Community Development Consortium to mobilize and organize the African-American community.
- 2. <u>COUNTY'S MAXIMUM OBLIGATION</u>: During the period of December 1, 2006 through December 31, 2007, that portion of

County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Community Development Initiative services shall not exceed two hundred seventy thousand eight hundred thirty three dollars (\$270,833). Contractor shall observe all restrictions on the use of federal funds.

3. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 5 and 5A. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

4. SERVICES TO BE PROVIDED:

- A. Contractor shall identify and select members of the African-American Community Development Initiative to include key HIV/AIDS, business, faith-based, medical, public health, government, education and civic opinion leaders.
- B. Contractor shall execute Memoranda of Understanding (MOU) with members of the African-American Community

 Development Initiative and the Advisory Committee to coordinate projects.

- C. Contractor shall establish an Advisory Committee of the African-American Community Development Initiative.
- D. Contractor shall convene a minimum of four (4) meetings of the African-American Community Development
 Initiative and a minimum of four (4) meetings of the Advisory
 Committee of the African-American Community Development
 Initiative.
- E. Contractor shall develop and convene a minimum of two (2) Public Affairs Colloquia. Topics shall be related to HIV/AIDS policy and may include, but shall not be limited to: coalition-building, community advocacy, community leadership development, innovative programs, public speaking and policy making.
 - (1) Contractor shall submit implementation plan to OAPP for review and approval, at least thirty (30) calendar days before proposed utilization.
- F. Contractor shall develop a minimum of two (2) written Policy Briefings on HIV/AIDS and other health disparities among African-Americans in Los Angeles County and their implications.
 - (1) Contractor shall submit for approval such Policy Briefing to OAPP at least thirty (30) calendar days prior to printing or release.

- G. Contractor shall participate in and attend meetings of local, State and national HIV/AIDS policy organizations. Organizations may include, but shall not be limited to: the Los Angeles County Commission on HIV, the los Angeles County HIV Prevention Planning Committee, the Southern California HIV/AIDS Advocacy Coalition and AIDS Action Council.
 - (1) A member of the Advisory Committee shall represent the Consortium as a member of AIDS Action at all meetings and activities.
- H. Contractor shall organize a minimum of two (2) congressional briefings for federal legislators.
- I. Contractor shall organize a minimum of two (2) legislative briefings for State legislators.
- J. Contractor shall develop and convene an African-American Summit on HIV/AIDS policy issues.
- K. Contractor shall co-sponsor activities in partnership with local and national faith-based organizations to promote HIV/AIDS awareness.
- L. Contractor shall participate in the local observance of "National Black HIV/AIDS Awareness Day".
- M. Contractor shall collaborate with the Latino Coalition Against AIDS to develop joint projects and initiatives where possible.

N. Contractor shall assist OAPP in the formation and work of the Black Leaders Forum.

5. ADDITIONAL SERVICE REQUIREMENTS:

- A. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.
- B. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) calendar days prior to the projected date of implementation.
- C. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.
- 6. Agreement Paragraph 6, <u>ANNUAL TUBERCULOSIS SCREENING FOR</u>

 <u>STAFF</u> shall be revised to include Exhibit C "Guidelines for Staff
 Tuberculosis Screening" as follows:
 - "6. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder.

 Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a

physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

- 7. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):
 - A. <u>Monthly Reports</u>: As directed by OAPP, Contractor shall submit a monthly report services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Section.
 - B. <u>Annual Reports</u>: Contractor shall submit to OAPP an annual summary report no later than thirty (30) calendar days after the end of the contract year.
 - 8. PROGRAM RECORDS: Contractor shall, at a minimum, maintain program records as follows:

- A. Documentation of all meetings, trainings, public affairs colloquia and workshops. Documentation shall include, but shall not be limited to: dated sign-in sheets including location and time, copies of agenda, name(s) of the speaker(s), training and workshop evaluations and a brief summary of the topics presented.
- B. Documentation of coalition meetings. Documentation shall include, but shall not be limited to: copies of agendas, dated sign-in sheets including location and time, and meeting minutes.
- C. Documentation of evaluation. Documentation shall include, but shall not be limited to: a copy of evaluation protocol, OAPP approval letter, copies of completed evaluation tools, and a copy of the findings report submitted to OAPP.
- D. Documentation of the legislative and congressional briefings. Documentation shall include, but shall not be limited to: copies of the agendas, dated sign-in sheets including time, location and name of facilitator(s), evaluation of briefings, and summaries of the topic(s) discussed.

SCHEDULE 5

PALMS RESIDENTIAL CARE FACILITY

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

AFRICAN-AMERICAN COMMUNITY DEVELOPMENT INITIATIVE

	Budget Period December 1, 2006 through December 31, 2007
Salaries	\$0
Employee Benefits	0
Total Salaries and Employee Benefits	\$
Operating Expenses	\$63,546
Capital Expenditures	\$0
Other Costs	\$153,120
Indirect Cost	<u>\$0</u>
TOTAL PROGRAM BUDGET	\$216,666

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 5A

PALMS RESIDENTIAL CARE FACILITY

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

AFRICAN-AMERICAN COMMUNITY DEVELOPMENT INITIATIVE

	Budget Period December 1, 2006 through December 31, 2007
Salaries	\$0
Employee Benefits	0
Total Salaries and Employee Benefits	\$0
Operating Expenses	\$15,877
Capital Expenditures	\$0
Other Costs	\$38,290
Indirect Cost	<u>\$0</u>
TOTAL PROGRAM BUDGET	\$54,167

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.